

REMARKS

Claims 19-36 remain pending in this patent application. Claims 19 and 20 have been amended herein. No new matter is added as a result of the Claim amendments. Applicants respectfully requests further examination and reconsideration in view of the remarks set forth below.

35 U.S.C. § 112 Rejections

Claim 19 is rejected for having insufficient antecedent basis for the limitation “clearinghouse.” Claim 19 has been amended to provide sufficient antecedent basis for this limitation.

The office Action states “a clearing house do not provide financing, a clearing house is used to pass checks or drafts between banks and the Federal Reserve.” However, the term “clearinghouse” is defined in the specification on at least page 5, lines 11-17, page 5, lines 19-23, page 6, lines 1-7 as a body that coordinates and expedites financial, material, logistic and information flow in concert with a supply chain. Applicants respectfully remind the Examiner that “when an applicant states the meaning that claim terms are intended to have, the claims should be examined with that meaning, in order to achieve a complete exploration of the applicant’s invention and its relation to the prior art.” *Gargoyles, Inc. v. United States*, 28 USPQ2d 1715, 1716-17 (Fed. Cir. 1993) (unpublished).

35 U.S.C. § 103 Rejections

Claims 19-36 are rejected under 35 U.S.C. § 103 (a) as being unpatentable over Wilkinson (U.S. Pub. No. 2001/0049646 A1), hereinafter referred to as "Wilkinson." in view of Lidow, U.S. Patent No. 6,889,197, hereafter referred to as "Lidow." The rejection is traversed for the following rational.

Applicants respectfully submit that Wilkinson fails to teach or suggest the claim limitation of "providing financing by the clearinghouse for at least one business unit" as claimed in Independent Claim 19 of the present invention. Similar limitations are claimed in Independent Claims 21 and 29. In opposition, the Applicants respectfully assert that the service provider of Wilkinson merely facilitates a transaction completed between a demander of capital and a supplier of capital by providing a searchable database. With Wilkinson, the supplier of capital is the party that actually provides the financing to the demander. This is very different from "providing financing by the clearinghouse for at least one business unit," as claimed by embodiments of the present invention.

With Wilkinson, the service provider receives a finder fee at settlement of a deal negotiated between a supplier and a demander (paragraph [0028]). Wilkinson fails to teach or suggest any type of financing by the service provider, as claimed by embodiments of the present invention.

Applicants have reviewed the Lidow reference and assert that Lidow fails to remedy the deficiencies of Wilkinson. Lidow may purport to teach a method of payment within a supply chain, however, Lidow fails to teach or suggest "providing financing by the clearinghouse for at least one business unit, as claimed. With Lidow, payments are merely forwarded from the supplier to the demander by the service provider. The service provider is simply a middleman between the two

parties. Lidow fails to teach or suggest financing transactions for a particular business unit. Furthermore, Lidow fails to teach or suggest the “supply chain is a factor in determining a degree of financing for the business unit,” as claimed. As such, Claim 19 is patentable over Wilkinson in view of Lidow. Independent Claims 21 and 29 recite similar limitations. As such, Claims 19-36 are patentable over Wilkinson in view of Lidow. Applicants earnestly solicit allowance of Claims 19-36.

CONCLUSION

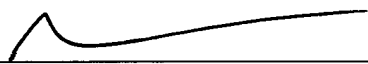
Based upon the arguments presented above, it is respectfully asserted that Claims 19-36 overcome the rejections of record and therefore allowance of these Claims is solicited.

The Examiner is invited to contact Applicants' undersigned representative if the Examiner believes such action would expedite resolution of the present Application.

Respectfully submitted,

WAGNER, MURABITO & HAO L.L.P.

Dated: 3/13/, 2006



John P. Wagner, Jr.
Registration No. 35,398

WESTRIDGE BUSINESS PARK
123 WESTRIDGE DRIVE
WATSONVILLE, CALIFORNIA 95076

(408) 938-9060